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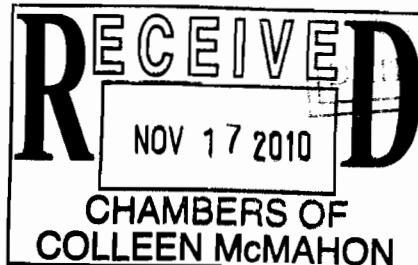
## MEMO ENDORSED

Thompson Wigdor &amp; Gilly LLP ATTORNEYS AND COUNSELORS AT LAW

FILED

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November 17, 2010

BY FACSIMILE

Honorable Colleen McMahon  
United States District Judge  
Southern District of New York  
500 Pearl Street  
New York, New York 10007

Re: ***Moises Mendez v. Starwood Hotels & Resorts Worldwide, Inc.,***  
**No. 08 Civ. 4967 (CM)**

Dear Judge McMahon:

As Your Honor is aware, we represent Plaintiff Moises Mendez ("Mr. Mendez") in the above-referenced matter against his current employer, Defendant Starwood Hotels & Resorts Worldwide, Inc. ("Starwood").

We write to respectfully inform the Court of the status of the parties' efforts to finalize the settlement of Mr. Mendez's claims. Unfortunately, however – although the parties have agreed on the written text of all material terms of the agreement – Starwood has insisted upon requiring the inclusion of a non-material term in the agreement which, contrary to all counsels' ethical obligations, seeks to improperly limit Plaintiff's counsel's ability to practice law in the future, outside the context of this case.<sup>1</sup> Accordingly, Starwood's refusal to strike this non-material and facially improper provision is precluding the consummation of the parties' settlement.

We therefore respectfully request that the Court order the parties to execute the settlement agreement without the non-material provision.

<sup>1</sup> See generally N.Y. Rules of Prof. Conduct 5.6(a)(2); NYSBA, Comm. on Prof. Ethics, Op. No. 730 (July 27, 2000).

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Thank you very much for Your Honor's consideration.

Respectfully submitted,



Kenneth P. Thompson

cc: Mr. Moises Mendez (*by hand and First Class Mail*)  
Michael Starr, Esq. (*by email*)  
Robert Powers, Esq. (*by email*)